

47-139

DK 7508PG 206

**WARRANTY DEED
023809**

**TRANSFER
TAX
PAID**

AURELIE H. DELISLE, of Tallahassee, County of Leon, State of Florida, for consideration paid, grants to TERESA L. GAGNE and STEVE J. GAGNE, of Norridgewock, County of Somerset, State of Maine, with Warranty Covenants, a certain lot or parcel of land situated on Brescia Court in Waterville, County of Kennebec, State of Maine, being bounded and described as follows, to wit:

Being lot numbered fifty (50) on plan entitled "Mount Merici Heights, Waterville, Maine," dated November 15, 1942, and recorded in Kennebec Registry of Deeds, Plan Book #14, Pages 15 and 16, to which plan reference is hereby made for further description, location, and dimensions of the lot hereby conveyed.

Subject, however, to the following restrictions numbered from I to IX inclusive which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to January 1, 1975, and which, until said date, shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building;

SECTION II. That no house for more than two families, either duplex or two-tenement, shall be built upon said land and that no dwelling house costing less than seven thousand dollars (\$7,000) shall be built upon the lots; and that no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet;

SECTION III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon;

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon;

47-139

BK7508PG207

SECTION VII. That if the owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to a single lot.

SECTION VIII. That said lot is conveyed with the foregoing restrictions, which are conditions of the conveyance affixed to and running with the land; and applicable to lots numbered 58, 59, 60, 52 to 55, both inclusive, 48 to 51, both inclusive, and 43 to 45, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantees herein named; or any person holding or claiming by, under of through the aforesaid grantees, the right is expressly reserved to the grantor and its assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein does not hold itself responsible for the enforcement of the foregoing restrictions.

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in sections II and III hereinabove set forth.

The grantees hereby agree to assume payments for the water services on the lot hereinafter assessed on said premises.

WITNESS my hand and seal this 14 day of July, 2003

Aurelie H. DeLisle by Linda DeLisle Ruben
Aurelie H. DeLisle, by Linda DeLisle Ruben,
Her Attorney-in-Fact.

STATE OF MAINE
KENNEBEC, SS

July 14, 2003

Personally appeared the above named Linda DeLisle Ruben in her capacity as Attorney-in-Fact for Aurelie H. DeLisle and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Clayton E. Rollins
Attorney at Law/Notary Public
CLAYTON E. ROLLINS

RECEIVED KENNEBEC SS.
2003 JUL 15 PM 3:00

ATTEST: [Signature]